

Vinton

Teamsters #238 (Support)

7/1/2005 6/30/2008

AGREEMENT

BETWEEN

CITY OF VINTON
(CLERICAL)

and

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL 238
affiliated with
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

July 1, 2005 through June 30, 2008

CITY OF VINTON
(CLERICAL)

TABLE OF CONTENTS

ARTICLE	PAGE NO.
Agreement	1
Article 1: Purpose	1
Article 2: Recognition	1
Article 3: Management Rights	1
Article 4: Union Rights and Responsibilities	3
Article 5: Check Off	3
Article 6: Union Representatives	4
Article 7: Stewards	4
Article 8: Salaries – Wages	5
Article 9: Lunch and Rest Periods	6
Article 10: Overtime	6
Article 11: Work Week – Call Back	6
Article 12: Holidays	6
Article 13: Health Insurance	7
Article 14: Sick Leave	8
Article 15: Vacations	9
Article 16: Retirement and Bond	11
Article 17: Maternity Leave	11
Article 18: Training	12
Article 19: Bulletin Board	13
Article 20: Non-Discrimination	13
Article 21: Seniority	13
Article 22: Safety	14
Article 23: Grievance Procedure and Arbitration	14
Article 24: Savings Clause	16
Article 25: Longevity Pay	16
Article 26: General Conditions	17
Article 27: Non-Discrimination	17
Article 28: Funeral Leave	18
Article 29: Effective Period and Term	19

AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO by and between the CITY OF VINTON, hereinafter referred to as the "EMPLOYER", and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238, affiliated with International Brotherhood of Teamsters, hereinafter referred to as the "UNION" or its successors.

ARTICLE 1

PURPOSE

Section 1.1

The purpose of the Employer and the Union in entering into this Agreement is to set proper standards of wages, hours and working conditions, and other conditions of employment so as to promote efficient, courteous and respectful service to the general public; to promote harmonious relations in the workplace, giving recognition to the legal rights and responsibilities of the City, the Union and the employees.

ARTICLE 2

RECOGNITION

Section 2.1

The City agrees to and acknowledges that the Union is the exclusive bargaining representative as set out in PER Board Case No. 4408 for those employees listed:

INCLUDED: All regular full-time and regular part-time City Hall office employees.

EXCLUDED: All police department employees as outlined in P.E.R.B. Cases 2514 and 3211, and all public service employees already represented by I.B.E.W. Local 55, and all elected officials, supervisors, confidential employees, administrators and their deputies and assistants covered by the Act.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.1

In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitations to the Employer, to wit: The Employer has the right to:

1. Manage the Employer's operations and to direct the work of its public employees.
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify and administer its budget.
9. Determine the number and starting time of shifts, the number of hours and days in the work week, hours of work, and the number of persons to be employed by the Employer at any time; and
10. To enforce and require employees to observe rules and regulations set forth by the Employer; provided, however, these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union.

Section 3.2

The list of management rights set forth above is not exclusive, and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 4
UNION RIGHTS AND RESPONSIBILITIES

Section 4.1

The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union therefore, agrees to cooperate in the attainment of the goals and agrees to the following, to wit: The Union will:

1. Cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
2. Actively combat absenteeism and any other practice which restricts efficient operations of the employer; and
3. Earnestly strive to improve and strengthen goodwill between and among the City and its employees, the Union and the public.

Section 4.2

The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity during employee working hours.

Section 4.3

For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises during normal working hours. The Employer will cooperate to facilitate such visitations, and the Union and its authorized representative will not interfere with or interrupt the operations of the Employer or the work of the employees.

ARTICLE 5
CHECK OFF

Section 5.1

The Employer agrees to deduct from the pay of employees, who are Union members covered by this Agreement, dues of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required.

Section 5.2

The Employer will recognize authorization for deductions from wages, if in compliance with State law, to be transmitted to the Union or to such other organization as the Union may request if mutually agreed. No such authorization shall be recognized if in violation of State or Federal law. No deduction will be made which is prohibited by applicable law.

Section 5.3

The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, judgments, and any and all liability whatsoever, including all costs, brought or issued against the Employer as a result of any action taken in reliance on individually authorized forms furnished to the Employer by the Union.

ARTICLE 6 UNION REPRESENTATIVES

Section 6.1

Authorized representatives of the Union, upon advance notice given to the City Coordinator, may visit the City Hall and confer with representatives of the Employer. If such Union representative desires to confer with a Union steward or an employee, he must first notify the City Coordinator. The employee will not be granted permission for such conference in excess of fifteen (15) minutes.

Section 6.2

Upon reasonable request made by employee during regular business hours, the Employer shall produce for examination by an employee or his representative, time sheets and other records pertaining to the computation of compensation of an employee whose pay is in dispute or other records of the employee pertaining to a specific grievance. However, no such information shall be produced without the consent of the employee involved.

ARTICLE 7 STEWARDS

Section 7.1

The Employer recognizes the right of the Union to designate a reasonable number of stewards and alternates from the Employer's seniority list. The Union shall provide the Employer with a list of such stewards and any changes made from time to time. Reasonable number shall mean one (1) steward.

Section 7.2

A steward shall contact other employees regarding grievance at shift change. He may not leave his job assignment or cause another employee to leave his job assignment.

Section 7.3

The authority of job stewards and alternates, so designated by the Union, shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances with his Employer or the designated Employer representative in accordance with the provision of the collective bargaining Agreement.
2. The collection of dues if payroll deduction is not used and then only with authorization by appropriate Local Union action.
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information:
 - (a) Have been reduced to writing.
 - (b) If not reduced to writing, are of a routine nature and do not involve work stoppages or slow-downs.

ARTICLE 8 SALARIES - WAGES

Section 8.1

The wages for all regular full-time employees are as follows:

	Effective 7/1/2005	Effective 7/1/2006	Effective 7/1/2007
Billing Clerk/Office Assistant	\$13.59	\$14.00	\$14.46
New Hire Pay Schedule:			
Clerk			
Starting	\$12.04	\$12.40	\$12.80
After 6 months	\$12.56	\$12.94	\$13.36
After 1 year	\$13.07	\$13.46	\$13.90
After 18 months	\$13.59	\$14.00	\$14.46
Part Time Clerk	\$9.35	\$9.63	\$9.94

A new hire part time clerk shall be paid \$8.50 per hour starting. After training is completed, as determined by the department head, the pay will be \$8.75. Probation will last for the first 500 hours worked. Effective the second and third years of the contract \$.25 per hour shall be added each year to the part time clerk's hourly rates.

ARTICLE 9
LUNCH AND REST PERIODS

Section 9.1

Each employee shall have a one-half (1/2) hour lunch period during the regular work day if City policy is to close office one-half (1/2) hour earlier.

Section 9.2

Each employee shall have one (1) fifteen (15) minute break during each four (4) hour work period. The break shall not be taken outside City Hall.

ARTICLE 10
OVERTIME

Section 10.1

All regular full-time employees shall be paid at the rate of time and one half (1 1/2) for all hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week.

ARTICLE 11
WORK WEEK - CALL BACK

Section 11.1

Work Week: The work week shall run from Monday through Saturday, not inclusive.

Section 11.2

Call Back: When an employee is called back to work after his regular shift ends or before his shift begins, at the request of the City Coordinator or his designee, he shall be paid a two (2) hour minimum or for actual time worked at the overtime rate.

ARTICLE 12
HOLIDAYS

Section 12.1

The Employer will give each of its full time employees credit for a normal work day for the following holidays: New Years Day, Good Friday, Memorial Day, Independence Day (4th of July), Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, the last half (1/2) day before Christmas, Christmas Day, the last half (1/2) day before New Years Day, and two (2) personal holidays.

Section 12.2

If a holiday falls on Saturday, it will be observed on Friday before, or if a holiday falls on Sunday, it will be observed on Monday after the holiday.

Section 12.3

If a holiday falls during an employee's scheduled vacation, that holiday shall not be counted as a vacation day.

Section 12.4

Any of the holidays set forth in Section 12.1 above will be subject to all the following conditions:

1. The employee has worked ninety (90) calendar days.
2. The employee has worked all of the last scheduled work day preceding and all of the scheduled work day following such holiday, except where such days are part of scheduled vacation.

Section 12.5

Personal holidays may be taken in one (1) hour increments.

ARTICLE 13
HEALTH INSURANCE

Section 13.1

The Employer shall provide all full-time employees with a group medical insurance policy, including hospital care, physician service and prescription drugs at levels agreed to by the Employer and the Union in effect January 1, 2002, and pay the full cost thereof except as follows: the self insured portion of the health insurance plan as it existed January 1, 2002, administered by P.R.I.M.E., will not be available to new hires on or after July 1, 2002. Beginning July 1, 2002, new hires who elect single health insurance coverage shall contribute \$5.00 per month for such coverage..

Section 13.2

For employees who elect to cover their dependents, the Employer will pay 75% of the cost of the health insurance for the dependents and the employee will pay 25%. For the insurance policy renewal year, one year only, beginning July 1, 2002, any increase in premiums exceeding 15% the Employer will pay the full excess over 15%.

Section 13.3

The Employer shall provide all regular full-time employees with dental insurance at levels agreed to by the Employer and the Union in effect January 1, 2000. For employees who elect to cover their dependents with the dental insurance, the Employer will pay 75% of the cost of the dental insurance and the employee will pay 25%.

Section 13.4

The Employer will provide Group Term Life Insurance coverage in the amount of \$10,000 for all employees.

ARTICLE 14

SICK LEAVE

Section 14.1

All regular full-time employees shall accrue sick leave at the rate of one (1) day per month. All regular full-time employees of the City shall accrue sick leave to a maximum of one hundred twenty (120) days, up to 40 hours per year may be used for family sick leave (family defined in section 28.1.2).

Section 14.2

In the event of sickness or off the job injury, the employee shall receive straight time pay at the employee's regular wage rate for each work day that he is sick or unable to work because of sickness or injury to the extent of his earned sick leave credit, but not more than his scheduled hours of work for the week of sick leave benefit at straight time pay in any one week. Sick leave may be taken and deducted in hourly increments.

Section 14.3

Sick leave is in no way to be construed as additional vacation.

1. Probationary employees are not eligible to accrue sick leave. (See Section 21.1)

Section 14.4 Notification

1. An employee who is absent on account of sickness or off the job injury shall notify his supervisor as early as practical on the first day of sick absence and in advance of his regularly scheduled hour for reporting for work.
2. Applications for sick leave that require prior approval shall be accompanied by a doctor's statement as to the seriousness of the illness and approximate time necessary to be off before returning to work.

3. The Employer may require substantiating evidence of illness or injury at any time.
4. Obtaining excuses under false pretenses, or falsification of any excuses or records, is cause for termination of employment.
5. Examination of the employee pertaining to a serious illness or injury may be charged to sick leave. Other examinations, checkups, dental appointments, etc., shall be made for other than working hours whenever possible. When unavoidable, appropriate hours of sick leave shall be charged with doctor's slip required.
6. Sick leave benefits will not be available for any employee injuries sustained by such employee while engaged in or employed by any business other than the Employer.

Section 14.5

Any employee who is hereafter injured and disabled while on duty and while obeying the safety rules of the Employer shall receive benefits pursuant to the Worker's Compensation laws of the State of Iowa.

Section 14.6

Upon retirement, the employee shall be paid sixty per cent (60 %) of his unused accumulated sick leave. Sick leave may be used for insurance cost also.

Section 14.7 Maternity Leave

Whenever the provisions of this contract conflict with the provisions of the Federal Family and Medical Leave Act of 1993, the provisions of the Act as adopted by the City shall apply.

ARTICLE 15 VACATIONS

Section 15.1

All full-time regular employees covered by this Agreement shall be entitled to vacation each year in accordance with the following schedule:

1 year employment.....	40 hours
2 through 5 years employment....	80 hours
6 years employment.....	88 hours
7 years employment.....	96 hours
8 years employment.....	104 hours
9 years employment.....	112 hours
10 years employment.....	120 hours
11 years employment.....	128 hours
12 years employment.....	136 hours
13 years employment.....	144 hours
14 years employment.....	152 hours
15 years employment.....	160 hours
16 years employment.....	168 hours
17 years employment.....	176 hours
18 years employment.....	184 hours
19 years employment.....	192 hours
20 years employment.....	200 hours

Section 15.2

Vacation year shall be from anniversary date through anniversary date.

Section 15.3

Employees shall receive their regular rate of pay for their most recent normal work week as described in Article 11 of this Agreement.

Section 15.4

Employees who have been on maternity leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

Section 15.5

If an employee has been employed for a period of more than twelve (12) months, payment for vacation days earned will be paid upon retirement or resignation with two (2) weeks notice. In the event of the death of an employee, payment will be made to the surviving spouse or the estate of the employee.

Section 15.6

An employee shall not be entitled to vacation pay in lieu of vacation.

Section 15.7

Employees shall take their vacation within one year after it has been earned. There shall be no carry-over of vacation from one year to the next and no back-to-back vacations unless approved by the City Coordinator.

Section 15.8

Employees' request for vacation shall be submitted in writing to the City Coordinator, however, the City Coordinator may waive this notice requirement if no purpose would be served by it. Priority for vacation time shall be determined on the basis of timely request. If two or more requests are filed on the same day, priority shall be given on the basis of seniority. Vacation may be taken and deducted in no less than one-half (1/2) day increments. Employees may take up to 24 hours of vacation each year in one (1) hour increments.

ARTICLE 16
RETIREMENT and BOND

Section 16.1

If a full-time employee elects to purchase a \$100.00 savings bond (face amount) each quarter through payroll deduction, the City will reimburse him or her one half the cost.

Section 16.2

Contributions from the employee and the Employer for benefits provided by the Iowa Public Employees Retirement system (IPERS) shall be as determined by law.

ARTICLE 17
MATERNITY LEAVE

Section 17.1

Any pregnant employee who desires to continue the performance of her duties during the period of her pregnancy, may continue to do so provided that her health and work efficiency are not affected and that she is physically capable to continue to perform her duties.

Section 17.2

The determination of the dates maternity leaves shall commence and terminate shall be made by the Employer after consultation with the employee and pursuant to the provisions hereinafter set forth. The date of commencement and termination of maternity leaves shall be the date

medically established as hereinafter provided. If the employee plans to return to work following childbirth, she shall report to work within fifteen (15) days of the date of discharge from the hospital unless such resumption of duties is not medically advisable as hereinafter provided.

Section 17.3

Paid sick leave benefits for maternity to the extent of an employee's accumulated earned sick leave shall be paid only during the time of medical confinement, which shall be the time medically established for termination and recommencement of duties as hereinafter provided.

Section 17.4

Where maternity leave has been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the employee to the Employer. An application shall be accompanied by a statement from the employee's physician. Such extension or reduction may be granted for the time medically indicated.

Section 17.5

The determination of whether the employee is capable of continuing work during pregnancy or whether she is capable of returning to work following childbirth and whether her health and work efficiency will be adversely affected, shall be made in consultation with the Employer, the employee and, if necessary, the employee's physician, and may also be in consultation with a physician of the Employer's selection. In the event of a difference of opinion between the employee's physician and the Employer's physician, a third physician (chosen by the employee and the Employer or in the event they cannot agree, by the Benton County Medical Society) shall render an opinion on the issue of medical capacity to continue or resume the performance of duties, which opinion shall be binding on the parties.

Section 17.6

Whenever the provisions of this contract conflict with the provisions of the Federal Family and Medical Leave Act of 1993, the provisions of the Act as adopted by the City shall apply.

ARTICLE 18 TRAINING

Section 18.1

An employee who requests and is approved by the Employer to attend a seminar, school, departmental training or conference for the mutual benefit of the employee and Employer, will not suffer any loss in pay for the employee's normal work week, for the time necessary for such attendance. Time spent over eight (8) hours in a day or for time spent traveling to and from the seminar, school, departmental training or conference will be compensated for in compliance with

FLSA regulations when applicable, and will be reimbursed for the cost of transportation, housing and meals as limited by the City while he is away from Vinton. Any expenses for items required by the school will be reimbursed and such items shall become the property of the department. Proof of purchase and necessity of purchase will be required to justify reimbursement for such item(s). Verification of attendance may be required to justify pay for the pay period during attendance at seminars, schools, departmental training or conference.

ARTICLE 19 BULLETIN BOARD

Section 19.1

The Employer shall furnish a bulletin board, or a definite portion of an established bulletin board to be set aside, and used exclusively by the Union for the purpose of displaying material pertinent to its members and other information having to do with Union business.

ARTICLE 20 NON-DISCRIMINATION

Section 20.1

The Employer and the Union agree not to discriminate against any individual with respect to his/her hiring, compensation, promotion, terms or conditions of employment because of such individual's race, creed, color, sex, national origin, ancestry, religion, age, Union affiliation or non-affiliation or disability; nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities qualified for the particular position involved.

ARTICLE 21 SENIORITY

Section 21.1

A probationary period of ninety (90) days shall be required for full-time clerical workers. All fringe benefits are granted to full-time clerical workers who work an average forty (40) hours per week and two thousand eighty (2,080) hours per year after ninety (90) days of continuous employment as a full-time employee.

Section 21.2

In the event it becomes necessary to reduce the work force, seniority will be followed for those positions coming under this Agreement. When recalling employees they shall be recalled according to seniority.

1. In event of a layoff, an employee so laid off shall be given ten (10) days notice of layoff or recall by certified letter mailed to his last known address. The employee must respond to such notice of recall within three (3) days after receipt of notice of recall unless mutually agreed otherwise. In the event the employee fails to comply with the above, he shall be terminated and lose all seniority rights under this Agreement.
2. All employees on layoff status shall retain their seniority for a period of one (1) year.

ARTICLE 22 SAFETY

Section 22.1

The Employer shall comply with all safety regulations as set out by the Department of Labor (OSHA), both State and Federal, regarding safety and health.

ARTICLE 23 GRIEVANCE PROCEDURE AND ARBITRATION

Section 23.1

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding the violation, application or interpretation of the expressed provision of this Agreement shall be adjusted in accordance with the following procedure.

Section 23.2

The Grievance Procedure shall be as follows:

Step 1: An employee shall discuss any grievance orally with their immediate supervisor, and in the presence of the steward, within three (3) working days following the occurrence in an effort to resolve the problem in an informal manner.

Step 2: If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee shall, within three (3) working days, present three (3) written copies of such grievance, signed by the aggrieved employee, to the respective steward for presentation to the employee's supervisor or the City Clerk. A meeting between the supervisor, the City Clerk or his representative, and the appropriate Union representative

and the employee shall be held as soon as practical. Within five (5) working days after this meeting, the City Clerk or his designated representative, shall answer the grievance and offer a solution to the problem.

Step 3: If the City Clerk's answer fails to resolve the grievance, the Union and/or the aggrieved employee shall, within three (3) working days, present the grievance in writing to the City Coordinator. The City Coordinator shall, within three (3) working days, meet and discuss the grievance with the aggrieved employee and/or the Union, and then reply in writing within seven (7) working days.

Step 4: Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within five (5) normal city business days after the date of the City Coordinator's answer given in Step 3.

No award may be made retroactive more than thirty (30) days beyond the date on which the grievance was first presented in written form as provided in Step 2 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. A grievance not timely answered by the Employer may automatically be referred to the next higher step unless withdrawn by the Union.

Section 23.3

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) business days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a list of five (5) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise by the parties alternately eliminating names from the list.

Section 23.4

After each party has eliminated the names of two (2) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

Section 23.5

The fees and expenses of the arbitrator will be paid equally by both parties to this Agreement. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by either party. The cost of stenographic reporting of the hearing shall be borne by the party requesting same,

except the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and the transcripts. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties. All grievance procedures under this Article are to be held in private and are not open to the public.

ARTICLE 24 SAVINGS CLAUSE

Article 24.1

If any Article of this Agreement or any addition thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be enjoined or restrained by such tribunal, the remainder of this Agreement and amendments thereto shall not be affected thereby and the parties thereto shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 25 LONGEVITY PAY

Section 25.1

Longevity rate schedules are intended to recognize long and faithful service, particularly where the opportunity for employment is limited and where there is no provision for further advancement within the base pay range. Longevity rate schedules are not construed as being a part of base pay schedules which relate to the level nature and difficulty of work of positions and not to the service circumstances of employees.

Section 25.2

The Employer will give to any full-time employee a longevity bonus based on the following schedule:

1. After five (5) years of consecutive, full-time employment - two percent (2%) of base yearly wage.
2. After ten (10) years of consecutive, full-time employment - three and one half percent (3 1/2%) of base yearly wage.
3. After fifteen (15) years of consecutive, full-time employment - five percent (5%) of base yearly wage.

4. After twenty (20) years of consecutive, full-time employment - six percent (6%) of base yearly wage.

The longevity bonus will be figured at an hourly rate and paid with each regularly scheduled pay period.

ARTICLE 26 GENERAL CONDITIONS

Section 26.1

This Agreement shall be construed under the law of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 26.2

This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 26.3

This Article is not intended to prohibit discussion between the Employer and employees in regard to existing practices.

ARTICLE 27 NONDISCRIMINATION

Section 27.1

The city will not discriminate against qualified individuals with disabilities as to job application procedures, hiring, advancement, discharge, compensation, training, and other terms, conditions and privileges of employment in compliance with the Americans With Disabilities Act (P.L. 101-336).

ARTICLE 28
FUNERAL LEAVE

Section 28.1

If there is a death in an employee's immediate family, he may be excused from work to make arrangements for or to attend the funeral, and if he has completed his probationary period and is not on a vacation or leave of absence, he will be paid at his regular straight time rate for the excused time under the following conditions:

1. Funeral leave shall consist of five (5) consecutive calendar days commencing on the day of death, one of which must be spent in attendance at the funeral, with pay for those days he would have been otherwise scheduled to work.
2. The "immediate family" of the employee shall be the employee's spouse, children or stepchildren, mother or father or any other family member, whether related by blood or marriage, residing in the same household as the employee at the time of death. The employee may voluntarily return to work before the five (5) days have been used.
3. The employee may, with the City Coordinator's permission, receive a maximum of three (3) consecutive calendar days off, for the purpose of attending the funeral of other family members. For the purposes of this paragraph, other members of the employee's family shall be: stepmother, stepfather, sister, brother, stepsister, stepbrother, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt and uncle.
4. A regular employee may be allowed time off, with the City Coordinator's permission, with pay, to attend the funeral of a fellow worker who was currently employed in the same department.

ARTICLE 29
EFFECTIVE PERIOD AND TERM

Section 29.1

This Agreement shall be effective July 1, 2005 through June 30, 2008.

Section 29.2

The terms and conditions of this Agreement shall continue from year to year after June 30, 2008, unless one or both of the parties seeking modification shall cause a written notice to be served on the other party by September 15, 2007 or by September 15th of any contract year thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement executed by their duly authorized representative this 13th day of January, 2005.

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 238, affiliated with the
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

By

Dary Pinham
Secretary-Treasurer

By

James Tuecke
Business Representative

CITY OF VINTON
Clerical Unit

By

John R. Watson
Mayor

By

Conrad A. Martin
City Coordinator